

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HARVINDER P. JULKA,

Plaintiff,

-against-

THE AUTOMOBILE INSURANCE COMPANY OF
HARTFORD, CONNECTICUT AND THE
TRAVELERS PROPERTY CASUALTY COMPANY,

Defendants.

08 CV 2410 (CLB) (GAY)

**RULE 26 INITIAL
DISCLOSURES OF DEFENDANT
THE AUTOMOBILE
INSURANCE COMPANY OF
HARTFORD, CONNECTICUT
i/s/h/a THE AUTOMOBILE
INSURANCE COMPANY OF
HARTFORD, CONNECTICUT
AND THE TRAVELERS
PROPERTY CASUALTY
COMPANY**

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In accordance with Rule 26 of the Federal Rules of Civil Procedure, Defendant, THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT i/s/h/a THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT AND THE TRAVELERS PROPERTY CASUALTY COMPANY ("AIC"), by its attorneys, Rivkin Radler LLP, hereby discloses as follows:

A. Individuals With Discoverable Information

1. Frank Serino, Technical Specialist, Janie Marie Leonick, General Adjuster, and/or any other representative of AIC, who may testify regarding the claim for coverage by Plaintiff, Harvinder P. Julka ("Plaintiff"), in connection with the alleged incident on February 13, 2007 that resulted in water damage to premises located at 45 Northfield Avenue, Dobbs Ferry, New York ("Subject Premises"), and AIC's coverage decision.

2. Harvinder and Mohni Julka, who may testify regarding issues relating to the Subject Premises, the alleged incident on February 13, 2007 that resulted in water damage to the Subject Premises, and the claim for insurance coverage at issue in this action.

3. Ricky Julka, 41 Blanchard Avenue, Dobbs Ferry, New York, who may testify regarding issues relating to the Subject Premises, the alleged incident on February 13, 2007 that resulted in water damage to the Subject Premises, and the claim for insurance coverage at issue in this action.

4. Andrew Cerrone, Valerie Cerrone Nelson, Realtors, and/or any other representative of Century 21 Cerrone Realtors, 698 Saw Mill River Road, Ardlsey, New York, who may testify regarding issues relating to the Subject Premises, the alleged incident on February 13, 2007 that resulted in water damage to the Subject Premises, and the claim for insurance coverage at issue in this action.

5. Brian Cook, Building Inspector, and/or any other representative of the Village of Dobbs Ferry, 112 Main Street, Dobbs Ferry, New York, who may testify regarding issues relating to the Subject Premises, the alleged incident on February 13, 2007 that resulted in water damage to the Subject Premises, and the claim for insurance coverage at issue in this action.

6. Fireman Michael Keiling and/or any other representative of the Dobbs Ferry Fire Department, who may testify regarding issues relating to the Subject Premises, the alleged incident on February 13, 2007 that resulted in water damage to the Subject Premises, and the claim for insurance coverage at issue in this action.

7. Representative(s) of Robison Oil Company, 500 Executive Boulevard, Elmsford, New York, who may testify regarding issues relating to the Subject Premises, the alleged

incident on February 13, 2007 that resulted in water damage to the Subject Premises, and the claim for insurance coverage at issue in this action.

8. AIC hereby incorporates by reference all persons listed by Plaintiff in his Rule 26 disclosures.

9. AIC hereby identifies all persons referenced in any documents produced by the parties to this action as part of their disclosures and/or in response to discovery demands.

10. AIC hereby reserves its right to supplement this disclosure as discovery continues.

B. Documents

1. Homeowners Policy 979368948 633 1 issued to Plaintiff for the policy period March 31, 2006 to March 31, 2007 ("AIC Policy"), a copy of which is attached hereto.

2. Relevant, non-privileged portions of AIC's claim file for the claim at issue in this action, a copy of which is attached hereto.

3. AIC hereby incorporates by reference all documents listed by Plaintiff in his Rule 26 disclosures, as well as all additional documents produced in response to discovery demands in this action.

4. AIC hereby reserves its right to supplement this disclosure as discovery continues.

C. Computation of Damages

AIC seeks a declaration that it owes Plaintiff no coverage obligation in connection with the alleged incident on February 13, 2007 that resulted in water damage to the Subject Premises, along with such other and further relief as this Court may deem necessary and proper.

AIC hereby reserves its right to supplement this disclosure as discovery continues.

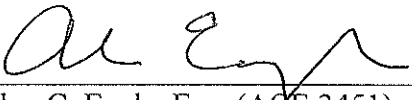
D. Insurance Agreement

A copy of the AIC Policy is attached hereto.

Dated: Uniondale, New York
June 6, 2008

Respectfully submitted,

RIVKIN RADLER LLP

By: 

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Attorneys for Defendant
THE AUTOMOBILE INSURANCE COMPANY OF
HARTFORD, CONNECTICUT sued here with THE
TRAVELERS PROPERTY CASUALTY COMPANY

TO: ANTHONY J. PIRROTTI, ESQ.
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